



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

August 12, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A COOPERATIVE AGREEMENT FOR THE
PLANNING AND DESIGN OF THE SAN GABRIEL RIVER
EDUCATION CENTER AT WHITTIER NARROWS REGIONAL PARK
(First District-3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1 Find that this action is exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached Cooperative Agreement for the Planning and Design of the San Gabriel River Education Center at Whittier Narrows Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This cooperative agreement is between the County, the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC), and the Upper San Gabriel Valley Municipal Water District (District). The parties to the agreement agree to cooperate in the planning and design of the new San Gabriel River Educational Center (Center) at Whittier Narrows Park. The Center will replace the existing nature center at the park. The Center will be dedicated to educating the public on watershed-related environmental issues, including issues associated with water conservation and natural habitat preservation.

This agreement is only for the planning and design of the Center. The parties agree that before the actual construction of the center begins, other agreements will need to be executed to authorize development of the center and to establish a governing entity and/or organizational structure for the long-term operation of the Center.

Implementation of Strategic Plan Goals

The proposed agreement will further the Board-approved County Strategic Plan Goal I, Service Excellence, by providing an educational facility for public use and Goal 4, Fiscal Responsibility, by cooperating with other entities in the operation of the Center.

FISCAL IMPACT/FINANCING

The District will provide \$750,000 for the planning and design of the Center. The parties to the agreement agree to cooperate in seeking and obtaining grant funding for the construction of the center.

Costs associated with the operation of the Center will be developed during the planning and design process. The Department intends to continue providing the current level of funding budgeted for the existing nature center to the operation of the Center. The operational costs for the existing center total approximately \$112,000 including \$109,000 for salaries and \$3,000 for supplies. These costs are partially offset by approximately \$1,000 in annual revenues. Any anticipated increases in operational costs as a result of the new Center will be shared proportionately by the other parties. Therefore, there will be no impact to the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement is authorized by Government Code 6500 which allows for cooperative agreements between public entities.

The term of the agreement is for five years and will commence upon all parties executing the agreement. A new agreement will be developed and submitted to your Board dealing with the construction of the Center and the actual organizational structure that will govern the operation of this facility.

In order to ensure participation of entities or organization interested in the planning and design of the Center, an advisory committee of stakeholders will be formed. The steering committee for the planning and design of the Center will be comprised of a member of each party to this agreement and the Chair of the Stakeholder Advisory Committee.

County Counsel has approved the agreement as to form.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The approval of this agreement to provide for planning and design of the Center is exempt under the California Environmental Quality Act (CEQA) according to Section 15061 (b)(3), where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

As part of the design approved process, the County will act as the lead agency in the preparation of environmental documents required to comply with CEQA and the National Environmental Quality Act (NEPA), since the property is on Army Corps land within Whittier Narrows.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is not expected to be any impact on current services by approval of this agreement for the planning and design of the Center.

CONCLUSION

It is requested that three (3) signed copies be forwarded to this Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tim Gallagher', written over a horizontal line.

Tim Gallagher
Director

TG:jxp

Attachment (1)

c: Executive Office (22)

**COOPERATIVE AGREEMENT
FOR THE PLANNING AND DESIGN OF
THE SAN GABRIEL RIVER EDUCATION CENTER
AT WHITTIER NARROWS REGIONAL PARK**

BY AND BETWEEN

**THE COUNTY OF LOS ANGELES;
-AND-**

**THE SAN GABRIEL & LOWER LOS ANGELES RIVERS & MOUNTAINS
CONSERVANCY;
-AND-**

THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

THIS COOPERATIVE AGREEMENT (the "AGREEMENT") is made and entered into this ____ day of _____, 2003, by and between the County of Los Angeles ("COUNTY"), the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy ("RMC") and the Upper San Gabriel Valley Municipal Water District ("UPPER DISTRICT"). The COUNTY, RMC and the UPPER DISTRICT may be referred to collectively as the "PARTIES" and individually as "PARTY."

WITNESSETH

WHEREAS, the PARTIES have the desire and interest to undertake the construction of an educational facility in the vicinity of Whittier Narrows, to wit, a San Gabriel River Education Center (hereinafter referred to as the "CENTER") under the aegis of this AGREEMENT and other subsequent agreements; and

WHEREAS, the proposed CENTER shall have the multi-faceted purpose of increasing (1) public knowledge of watershed-related environmental issues, including those dealing with water conservation and natural habitat preservation; and (2) public awareness of the rich and vibrant history of the San Gabriel River and the important role it has played in the social and economic development of the San Gabriel Valley; and

WHEREAS, this AGREEMENT is intended to advance the design and site selection phase of the above-described undertaking; and

WHEREAS, other entities, including but not limited to, non-profit organizations, municipalities, and public interest groups (collectively referred to as "STAKEHOLDERS") desire to join in the development and growth of the CENTER; and

WHEREAS, the PARTIES welcome and encourage the involvement of STAKEHOLDERS in the design and ultimate operation of the CENTER; and

WHEREAS, the PARTIES agree to work together to apply for and solicit local, State, and Federal funding, along with self-funding as appropriate, for the development of the CENTER.

NOW, THEREFORE, PURSUANT TO THE JOINT EXERCISE OF POWERS ACT (GOVERNMENT CODE §6500 ET SEC) THE COUNTY OF LOS ANGELES ("COUNTY"), THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY ("RMC") AND THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT ("UPPER DISTRICT") AGREE AS FOLLOWS:

SECTION 1. PURPOSE:

- 1.1 Purpose: The PARTIES hereby enter into this AGREEMENT for the purpose of advancing the design and planning of the proposed CENTER - a facility dedicated to educating the public on watershed-related environmental issues, including issues associated with water conservation and natural habitat preservation. The key focus of the cooperative effort is for the PARTIES to participate jointly in the development of the CENTER.
- 1.2 Condition Precedent to Actual Construction: The PARTIES acknowledge, understand and agree that actual construction of the CENTER shall be conditioned upon the prior execution of an agreement establishing a governing entity and/or organizational structure for the long term operation of the CENTER (the "Operational Agreement").

SECTION 2. TERM:

- 2.1 Term: This AGREEMENT shall have a term of five (5) years which shall commence upon the date all of the PARTIES have approved and duly executed the AGREEMENT (the "Execution Date"). The AGREEMENT may be extended by mutual written AGREEMENT of the PARTIES. The PARTIES may also terminate this AGREEMENT by execution of the Operational Agreement, if the Operational Agreement so provides.
- 2.2. Effective Date of Agreement: This AGREEMENT shall not become effective or binding on any PARTY until it is approved, signed and duly executed by the COUNTY, the RMC and the UPPER DISTRICT.

SECTION 3. STAKEHOLDERS:

- 3.1. Definition: For the purposes of this AGREEMENT, the term "STAKEHOLDER" shall mean any public-minded organization or entity whose vision, insight and expertise are intended to assist the Steering Committee (referenced in Section 4.1, below) and the PARTIES in the planning and design of the CENTER. Any

organization or entity may become a STAKEHOLDER provided (1) its membership is unanimously approved by all the PARTIES and (2) the organization or entity becomes a signatory to that certain Stakeholders' Participation Agreement (the "Participation Agreement"), the form of which is attached hereto as *Exhibit "A."* STAKEHOLDERS shall be committed to active participation on an advisory committee (the "Advisory Committee") to that certain steering committee described in Section 4.1, below. Failure to participate in three consecutive Advisory Committee meetings may be cause for revocation of an entity's STAKEHOLDER status.

SECTION 4. STEERING COMMITTEE:

- 4.1. Formation: Pursuant to this AGREEMENT there shall be created a Steering Committee (the "Steering Committee") which shall be composed of voting PARTY members and the Chair of the STAKEHOLDER Advisory Committee. Each PARTY shall appoint one (1) member to represent it on the Steering Committee. Each PARTY member of the Steering Committee shall serve at the pleasure of the appointing PARTY.
- 4.2. Duties & Powers: The Steering Committee shall be responsible for the following:
- A. To meet regularly, and in no event less than once every other month, immediately following the Execution Date;
 - B. To meet at any meeting called by the Steering Committee Chair or any one of the PARTIES;
 - C. The creation of subcommittees charged with studying, investigating and soliciting information that will advance the selection of an architect, the design of the CENTER and the identification of reliable funding sources;
 - D. The identification of architects and contractors for the CENTER's planning and design;
 - E. Consultation with the architect ultimately approved by the PARTIES in developing design options for the proposed CENTER;
 - F. The identification of reliable and long-term funding sources for the proposed CENTER and the active solicitation of funds from these sources;
 - G. The preparation, at least every other month, of status reports for the PARTIES and STAKEHOLDERS describing the progress of the Steering Committee;
 - H. The preparation of an annual budget identifying, among other things, any and all funding commitments by a PARTY or STAKEHOLDER and any and all costs, expenses and liabilities incurred by the PARTIES and/or the Steering

Committee in the course of identifying viable sites, architects and developing viable designs.

- I. Not more than three (3) months following the Execution Date, the preparation of a detailed report identifying possible, economically feasible architects for the CENTER and the estimated cost of their services;
- J. Not more than three (3) months following the Execution Date, the preparation of a Site Suitability Study to provide an assessment that the site selected for the CENTER can meet the facility's requirements; and
- K. Not more than twelve (12) months following the Execution Date, the preparation of a detailed report setting forth design options for the CENTER as developed in consultation with the architect approved by the PARTIES and the estimated cost for each option.

Organization of Steering Committee: The members of the Steering Committee shall elect from among themselves one (1) person to serve as the chairman and one (1) person to serve as vice-chairman (hereinafter the "Chair" and "Vice-Chair," respectively) of the Steering Committee. The Chair and Vice-Chair shall serve for terms of one (1) year. The Chair shall preside at all meetings of the Steering Committee and the Vice-Chair shall preside in the Chair's absence.

Compensation for Committee Members: Each PARTY or STAKEHOLDER shall be responsible for the compensation of their respective Steering Committee representative and may adopt internal policies providing for such compensation. However, the Steering Committee, in its sole discretion, may authorize the reimbursement of Steering Committee members for specific committee-related costs and expenditures incurred with the prior authorization of the Steering Committee.

Quorum: Except as otherwise provided herein, the presence of a majority of the Steering Committee members at any meeting of the Steering Committee shall constitute a quorum for the purposes of conducting business or issuing any other Steering Committee directives or recommendations.

Steering Committee Action: Except as otherwise provided herein, a majority vote of a quorum of the Steering Committee shall be sufficient for the Steering Committee to make all decisions or recommendations.

- 4.7. Subcommittees: The Steering Committee, in its sole discretion, may from time to time create any number of subcommittees to assist the Steering Committee with the undertaking contemplated under this AGREEMENT. The Advisory Committee and Subcommittees shall be subject to the oversight of the Steering Committee and no recommendation or finding of the Advisory Committee or subcommittee shall be binding upon the Steering Committee. Subcommittees

shall be composed of any number of persons the Steering Committee, in its sole discretion, sees fit. Subcommittee members may be selected from among the officers, officials, employees and members in good standing of the PARTIES and the STAKEHOLDERS.

SECTION 5. [Reserved]:

SECTION 6. LEAD PARTY:

- 6.1. Development of Design: The Steering Committee shall establish subcommittees composed of staff members from participant organizations, STAKEHOLDER members, and consultants, as necessary, to provide consultation and support to the Steering Committee in the performance of all activities required to complete site review, site and facility planning, development of exhibit guidelines, grant writing, and design of the CENTER. The PARTIES shall provide oversight to these activities as follows:
- (a) Planning and Design Phases: The UPPER DISTRICT, in close consultation with the Steering Committee, shall serve as the lead PARTY for the planning and design as well as the development of environmental analysis data for the undertaking contemplated herein. Once this AGREEMENT has been approved, signed and duly executed by all of the PARTIES, the UPPER DISTRICT, agrees to contribute sums not to exceed SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00) in the aggregate which shall be used to pay for (1) the Site Study; (2) all other design studies; (3) the development of plans and specifications; (4) a portion of construction costs; and (5) related expenses.
 - (b) Environmental Compliance: The County shall act as lead agency for environmental compliance required by the California Environmental Quality Act and the National Environmental Protection Act.
 - (c) Outdoor Exhibits: County shall manage the development of outdoor exhibits, including parking, nature trails, habitat restoration and improvements.
 - (d) Solicitation of Funds: RMC shall manage activities to obtain funding through grants, direct contributions, endowments, and other contribution of funds or services.

The Steering Committee shall constitute the final authority in assuring that the foregoing responsibilities are integrated into a comprehensive plan for the CENTER.

SECTION 7. ADDITIONAL PARTIES:

- 7.1. Addition of Parties: It is recognized that there may be other public entities who may wish to participate as PARTIES under this AGREEMENT. Nothing in this AGREEMENT is intended to preclude other public entities from becoming PARTIES under this AGREEMENT, provided their admission is (a) unanimously approved by the existing PARTIES and (b) the proposed PARTY becomes a signatory to this AGREEMENT. By joint resolution, the PARTIES may establish conditions and criteria for public entities seeking approval to become PARTIES. Such criteria may include, but not be limited to, express financial commitment to the undertaking contemplated under this AGREEMENT.

SECTION 8. GRANTS:

Grants: All PARTIES and STAKEHOLDERS shall use their best efforts to identify grant fund sources for the design, construction and operation of the CENTER and shall lend their active support to Steering Committee efforts to apply for and procure such grant funds. PARTIES and STAKEHOLDERS may also choose to contribute funds to support any and all phases of the work to be performed under this agreement.

SECTION 9. MODIFICATION:

- 9.1. Modifications: This AGREEMENT shall not be amended or modified, unless by mutual written agreement of all of the PARTIES. Any such written modification shall be attached and incorporated hereto.

SECTION 10. TERMINATION:

- 10.1. Voluntary Termination: Any PARTY may terminate its participation in this AGREEMENT upon ninety (90) days prior written notice to all the other PARTIES. Such termination shall be effective ninety (90) days after the notice is received or deemed received. The foregoing notwithstanding, the terminating PARTY shall continue to be responsible for any and all outstanding obligations, including, but not limited to, any debts, liabilities or other financial commitments incurred or pledged by the withdrawing PARTY under the annual budget or any other long-term financial commitment, until such obligations are satisfied or waived in writing by the remaining PARTIES.

Involuntary Termination: A PARTY'S participation under this AGREEMENT may be terminated by majority vote of the PARTIES on any of the following grounds: (1) the PARTY'S failure or refusal to pay its pledged share, if any, of

the CENTER'S site selection or design costs or (2) any other material breach of this AGREEMENT by the PARTY being terminated.

SECTION 11. NO THIRD PARTY BENEFICIARIES:

No Third Party Beneficiaries: Nothing in this AGREEMENT shall be construed to give any person, organization or other entity, other than the PARTIES hereto, any legal or equitable rights, remedies or claims under, or in respect of, this AGREEMENT or any provisions contained herein. This AGREEMENT and the conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the PARTIES.

SECTION 12. REFERENCE TO CALENDAR DAYS:

"Day" And "Days" Defined: Except as otherwise provided herein, any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively.

SECTION 13. ATTORNEYS FEES:

Attorney Fees: In any action or proceeding brought to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorneys' fees and costs.

SECTION 14. SEVERABILITY:

Severability: If any provision of this AGREEMENT is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

SECTION 15. SUCCESSORS AND ASSIGNS:

Successors and Assigns: The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their successors and assigns.

SECTION 16. NOTICES:

Notice: All notices required or desired to be given under this AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt or (c) sent by telefacsimile communication followed by a mailed copy, to the addresses specified below, provided each PARTY may change the address for notices by giving the other PARTIES at least ten (10) days prior written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the

U.S. Postal service, or other person making the delivery, except that notices sent by telefacsimile communication shall be deemed received on the first business day following delivery.

UPPER DISTRICT: Upper San Gabriel Valley
Municipal Water District
11310 Valley Blvd.
El Monte, CA 91731
Attn: Tim Jochem
General Manager

COUNTY: County of Los Angeles
433 S. Vermont Ave.
Los Angeles, CA 90020
Attn: Tim Gallagher
Director, Parks & Recreation

RMC: San Gabriel & Lower Los Angeles Rivers
and Mountains Conservancy
900 S. Freemont Avenue
Alhambra, CA 91802
Attn: Belinda V. Faustinos
Executive Officer

SECTION 17. EXECUTION OF AGREEMENT:

Counterparts: This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument. In executing this AGREEMENT, each signatory warrants and represents that he or she is authorized to bind his or her respective PARTY to this AGREEMENT.

SECTION 18. INTEGRATION CLAUSE:

Entire Agreement: The PARTIES acknowledge and agree that this AGREEMENT shall constitute the final expression of their agreement with respect to the subject matter of this AGREEMENT. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This AGREEMENT supersedes all prior agreements and understandings between the PARTIES with respect to the subject matter.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures: